



Overview of the Proposed NASA MMO Space Act Agreement

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BWI Airport Marriott
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Overview

- Space Act Agreements
 - Key points to remember
 - Rationale for approach
 - Content
 - Intellectual Property
 - NASA Insignia & Name
 - Third party sponsorship
- Patent & Copyright Licenses
 - Types of licenses
 - Process
 - Application Format



Space Act Agreements

- Unique authority granted to NASA under 1958 Space Act
- Not governed by Federal Acquisition Regulations (FAR)
- Reimbursable or non-reimbursable
- No statutory nationality preference
- Standardized language
- Any purpose within NASA's mission
- Cannot provide services available commercially
- Civil service personnel provide assistance on non-interference basis
- Results can be withheld for up to 5 years and proprietary information exempt from FOIA



Why a Space Act Agreement?

- Looking for partner(s) with shared vision
- NASA is not a game developer
- Greater incentive to succeed



Standard SAA Content

1. TITLE
2. AUTHORITY AND PARTIES:
3. PURPOSE
4. RESPONSIBILITIES
5. SCHEDULE AND MILESTONES
6. FINANCIAL OBLIGATIONS
7. SCHEDULING CONFLICTS
8. NONEXCLUSIVITY
9. LIABILITY/RISK OF LOSS:
10. FIRST PARTY LIABILITY
11. THIRD PARTY LIABILITY
12. INTELLECTUAL PROPERTY RIGHTS
13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC
14. USE OF NASA NAME AND EMBLEMS
15. DISCLAIMERS
 - DISCLAIMER OF WARRANTY
 - DISCLAIMER OF ENDORSEMENT
16. COMPLIANCE WITH LAWS AND REGULATIONS
17. TERM OF AGREEMENT
18. RIGHT TO TERMINATE
19. CONTINUING OBLIGATIONS
20. DISPUTES RESOLUTION
21. KEY PERSONNEL
22. MODIFICATIONS/ AMENDMENTS
23. ASSIGNMENT OF RIGHTS
24. APPLICABLE LAW
25. SIGNATORY AUTHORITY



Intellectual Property Rights

- Bayh-Dole Act of 1980 (35 U.S.C. § 200 *et seq.*) does not apply
- NASA Inventions
 - NASA retains ownership
 - Reasonable efforts to grant a license to partner
- Partner Inventions
 - NASA generally acquires no rights
 - May negotiate a license for NASA use
- Joint Inventions
 - Cooperate in obtaining patent protection
 - NASA may agree to refrain from exercising its undivided interest
 - Reasonable efforts to grant exclusive or partially exclusive license



Use of the NASA Insignia

- 14 C.F.R., Chapter V, Part 1221.110
 - Very restrictive
 - Rarely granted
- However, this product will be a tool for NASA
 - “... the Associate Administrator for Public Affairs may authorize on a case-by-case basis the use of the NASA Insignia for other purposes when the Associate Administrator for the Public Affairs deems such use to be appropriate.”
 - NASA position will be posted on FAQ Web page
- If granted
 - under separate agreement
 - Closely monitored



Use of the NASA Name in Promotional Materials

- Acceptable
 - Factual statements
 - Use does not mislead in any manner
 - Submitted for NASA review
- Unacceptable
 - Conveying authorization, support, sponsorship, or endorsement of NASA which does not, in fact, exist
 - Use of NASA Logotype
 - Released without NASA review



Third Party Sponsors & Logos

- 14 C.F.R., Chapter V, Part 1221.110
“... No approval for use of the NASA Insignia will be authorized when its use can be construed as an endorsement by NASA of a product or service.”
- NASA internal discussions underway
- Send us your ideas



Licensing NASA Technology

- Non-Exclusive
 - Preferred over exclusive
 - Negotiated royalty terms
 - No public notice required
 - Preference for U.S. businesses
- Exclusive
 - Field-of-use preferred
 - Negotiated royalty terms
 - Public notice required
 - Preference for U.S. businesses



Patent & Copyright Licensing Process

- Submit license application
 - Company letterhead
 - Address all info required by 37C.F.R. 404
 - 15-day public notice requirement for exclusive license
- Negotiate terms
- NASA drafts agreement
- Licensee reviews, signs, and returns with any payment due
- NASA Chief Counsel executes
- Licensee submits annual reports and royalty payments

*See “Licensing and Partnering” section of IPP’s Web site:
<http://ipp.gsfc.nasa.gov>*



License Application Format

- Type of license
- Titles and patent numbers for all inventions of interest
- Name, address, and place of incorporation of the organization
- Name, address, and telephone number of primary point of contact
- Nature and type of applicant's business
- Source of information concerning the availability of a license
- A statement indicating whether applicant is a small business
- Development and Marketing Plan
- Identification of previously granted federal patent licenses
- Applicant's best knowledge of the extent to which the invention is being practiced
- Any additional information applicant deems relevant



Contact Information

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